South Hams DISTRICT COUNCIL

**Volume 1: Instructions and Information**

**Contract Name: Woolwell, Totnes, Dartington and South Brent play area renewals**

**Contract Reference No.: RQ/400**

**Deadline Date/Time: 26/11/2025 - 12:00**

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# **Introduction**

1. This Procurement is being conducted in accordance with The Procurement Act 2023 using the Open Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, participation and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
2. This document has been prepared to assist Suppliers in deciding whether to submit a tender in this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
3. This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
4. The Authority reserves the right to issue updated versions of this document to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.
5. All references to a ‘section’ are to a section in the Act unless otherwise stated.
6. All references to a ‘paragraph’, ‘appendix’ or ‘annex’ are to a paragraph, appendix or annex of this document unless otherwise stated.
7. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

## **Requirement Clarification (pre-submission)**

All requests for clarification and other communication from Tenderers during the period of this procurement exercise must be directed via the ‘messaging’ facility within the ProActis portal [www.supplyingthesouthwest.org.uk](https://www.supplyingthesouthwest.org.uk)

The Council will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. No requests for clarification will be accepted after 07/11/2025.

To ensure the fair and equal treatment of Tenderers, the Council intends to publish the questions and clarifications raised by Tenderers together with the Council’s responses (but not the source of the questions) to all participants. If a Tenderer wishes the Council to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

## **Tender Clarification (post-submission)**

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

## **Preparation of Tender**

The information contained within this document should be regarded as a statement of the Council’s current position as it is able to determine at this time. Tenderers must carefully examine and consider the tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a Tender, Tenderers shall be deemed to have read and understood all the tender documents.

## **Confidentiality and Freedom of Information**

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FOIA’) and the Environmental Information Regulations 2004 (the ‘EIR’), the Audit Commission Act 1998 and any other statutory obligation (“the Statutory Disclosure Duties”) the Council may be required to disclose or make available for public inspection information submitted by the Tenderer to the Council.

In respect to any information submitted by a Tenderer that it considers to be commercially sensitive (or otherwise exempt from disclosure or publication), the Tenderer should:

* + Clearly identify such information as commercially sensitive (or otherwise exempt from disclosure);
	+ Explain the potential implications of disclosure of such information; and
	+ Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive (or otherwise exempt from disclosure).

Where a Tenderer identifies information as commercially sensitive, the Council will endeavour to maintain confidentiality. Tenderers should note, however, that even where information is identified as commercially sensitive, the Council may be required to disclose such information in accordance its Statutory Disclosure Duties. Accordingly, the Council cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed.

Where a Tenderer receives a request for information under the FOIA or the EIR during the procurement process, this should be immediately passed to the Council, and the Tenderer should not attempt to answer the request without first consulting with the Council.

## **Tender Validity**

The Tenderer is required to hold the Tender open for acceptance by the Council for a period of 90 days from the closing date for the submission of tenders.

## **Conditional Tender**

Conditional tenders cannot be accepted. If a conditional tender is submitted, the Council may (in its absolute discretion) either:

* + invite the Tenderer to withdraw the condition, failing which the Tender shall be rejected; or
	+ reject the Tender.

## **Submission of Tenders**

1. **Documents Requiring Completion and Return**

Please note the following key requirements:

1. If you fail to complete and return all the items within the checklist, the Council reserves the right to treat your Tender as non-compliant and to reject it on this basis.
	* Volume 2 – Pre-Selection Questionnaire
	* Volume 3 – Invitation To Tender (ITT)
2. Tenderers must register on the ProActis portal [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) and on the central digital platform. They must ensure their core supplier information is up-to-date on these systems and answer the questions in that system to enable the Council to determine whether any exclusion grounds apply. Suppliers must share the information with the Council via the system’s sharing facility.
3. All documents requiring a signature and to be returned to the Council must be signed:
* Where the Tenderer is an individual by that individual;
* Where the Tenderer is a partnership, by at least two duly authorised partners;
* Where the Tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.
1. The Tender and any documents accompanying it must be in the English language.
2. **Submitting the Tender**

Tenderers must submit their Tender via the ProActis portal ([www.supplyingthesouthwest.org.uk](https://www.supplyingthesouthwest.org.uk)), which allows data entry and the uploading of attachments where applicable. Only submissions made via the ProActis Portal will be considered. Any additional documentation submitted outside of this, but not immediately apparent to the evaluator will be at risk of not being assessed.

**Please do-not embed any files in your response. I**nstead, where required, clearly mark all appendices for each response provided. Any additional documentation submitted, but not immediately apparent to the evaluator may be at risk of not being assessed. It should also be noted that email submission ***cannot*** be taken as meeting the deadline (and may raise problems with filter limits).

**Tenders must be submitted via the ProActis Portal**, **to arrive no later than 26/11/2025 12:00**

The Council may, however, in its own absolute discretion extend the deadline for the submission of tenders and in such circumstances the Council will notify all Tenderers of any change.

Please consider the fact that larger files will take longer to upload. You should therefore ensure that you leave enough time to complete your submission.

## **Right to Disregard Tenders and Reject/Disqualify Tenderers**

The Council reserves the right to disregard tenders and reject or disqualify a Tenderer at any time prior to a contract being entered into where:

* + The Tenderer has, in the Council’s reasonable opinion committed a material misrepresentation in relation to its Tender; expression of interest; the Conditions of Participation Questionnaire or any other aspect of the tender process; and/or
	+ There has been a change in identity or control of the Tenderer such that, in the Council’s reasonable opinion, the Tenderer is no longer the same entity as was originally selected to participate in the tender process.
	+ The Tenderer fails to provide all the documentation specifically requested (including within the appendices).
	+ The Tender fails to meet any mandatory requirement(s) or fails to meet a stated threshold requirement specified in the ITT.
	+ The Tenderer submits a conditional tender.
	+ The Tenderer fails to meet the mandatory or discretionary grounds (under Sections 26 and 28 of the Procurement Act 2023).
	+ The Tenderer does not satisfy the conditions of participation, is not a UK supplier or treaty supplier or intends to sub-contract the performance of all or part of the contract to a supplier that is not a UK or treaty state supplier, offers a price that the Council considers to be abnormally low, or breaches a procedural requirement (as permitted under Section 19 of the Procurement Act 2023)
	+ The Tenderer at any time ceases to meet the discretionary or mandatory grounds (under Sections 26 and 28 of the Procurement Act 2023) or any condition of participation and other stipulated requirements as set out in Section 19 of the Procurement Act 2023, upon which the Tenderer was selected to participate in the tender during the procurement process.
	+ The Tenderer has canvassed an officer, member or agent of the Council in connection with the tender.
	+ The Tenderer has, in the reasonable opinion of the Council, behaved in a corrupt or collusive manner in connection with the tender process.
	+ The Tenderer does not pass The Councils’ financial check through Experian.

## **Right to Cancel, Clarify or Vary the Process**

The Council reserves the right (but is under no obligation) to:

* + Amend the ITT process.
	+ Require the Tenderer to clarify its Tender in writing and/or provide additional information. Failure to respond adequately may result in the Tenderer not being selected.
	+ Not to award the contract at all for any reason whatsoever.
	+ Discontinue the process at any time for any reason whatsoever without incurring liability to any Tenderer.

## **Canvassing**

The Council reserves the right to disqualify any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Council concerning this Tender or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer, Tender or proposed tender.

## **Corrupt or Collusive Behaviour**

Any Tenderer who:

* + Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
	+ Communicates to any party other than the Council any amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence ito obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
	+ Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
	+ Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
	+ Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed tender, any act or omission, shall be disqualified.

## **Disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Council, its officers, members, advisors or other agents nor any other awarding authorities will accept any liability for its accuracy, adequacy, or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer by or on behalf of the Council. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If a Tenderer proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the Terms and Conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

# **Tender Evaluation Process**

## **Assessment of Tenders**

All tenders received will be considered on the information contained in the Tender or obtained by the Council as a direct result of the tender process. In accordance with the Open Procedure being applied on this procurement, this opportunity invites Tenderers to submit a Tender for assessment, which will comprise of two distinct elements of assessment that will be undertaken in a single stage: **Selection and Award.**

1. **Selection** is designed to assess the Tenderer’s legal and financial capacity or technical ability to perform the contract. To be considered for award, before proceeding to the Award questions, Tenderers must register on the Supplier Information System (SIS) on the central digital platform [Find a Tender](https://www.find-tender.service.gov.uk/Search), ensure their information is up-to-date on the system and provide the Council with the information requested in that system via the platform’s sharing facility. Tenderers must also complete the Conditions of Participation Questionnaire (CPQ) before progressing to the Award questions. Tenderers who do not complete all the required questions will be automatically disqualified.

**Selection** will be assessed in accordance with the information contained within the Volume 2 PSQ, which stipulates the minimum criteria that must be met to proceed for assessment in the Award section.

1. **Award** is designed to assess the service provision along with any associated services and overall best value. Tenderers must complete the Tender Questionnaire, which contains a series of weighted quality and capability questions. The Volume 2 ITT sets out the weighting for each question, as well as any minimum quality scores that need to be achieved.

Award is then assessed using the weighted quality and capability questions and the price bid by Tenderers within the Pricing Schedule, subject to passing any minimum quality scores. To calculate the Most Advantageous Tender (MAT), the Authority will be awarding the contract based on the evaluation method explained below.

## **Conditions of Participation Guidance**

To successfully satisfy the conditions of participation on this procurement, Tenderers must:

* + Provide all requested information.
	+ Meet all mandatory requirements pass/fail questions.
	+ Respond to all discretionary requirements.

## **Pre-Award Clarification Meeting**

Following the evaluation of Tenders and prior to the standstill period, the Council may invite the shortlisted Tenderer in for a Pre-Award Clarification Meeting. During this meeting the Council will seek further clarification from the Tenderer on their bid in line with the details provided within your tender response. Should the answers not be to a satisfactory level, the Council reserves the right to review the scores previously allocated.

## **Abnormally Low Bids**

Under Section 19 of the Procurement Act 2023, if a Tenderer returns what the Council considers to be an abnormally low-priced tender response, the Council will notify the Tenderer that it considers the price to be abnormally low, and give the Tenderer an opportunity to demonstrate that it will be able to perform the contract for the price offered. The Council will take account of the evidence provided in the response to a request in writing and will subsequently verify the offer or parts of the offer being abnormally low with the Tenderer. Only at the end of this clarification period, taking into account the individual facts, will the Council decide whether the offer should be rejected or not. The Council reserves the right to disregard the Tender and reject the offer when the evidence supplied does not satisfactorily explain the low level of price and costs. Any Tenderer must return the clarifying information within two working days from issue by the Council, via the Supplying The South West Portal [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

## **Tied Bids**

In the event of a tied bid, the Tenderer with the highest score for the question(s) with the greatest weighting will be awarded the contract. If there is a tie on the highest score for this/these question(s), then the question(s) with the next greatest weighting will be used, continuing until a winner is identified. The contract will then be awarded to this successful Tenderer.

## **Council Not Bound**

The Council does not bind itself to accept the lowest or any Tender for all or any part of the requirement and will not accept responsibility for any expense or loss which may be incurred by any Tenderer in the preparation of the Tender should the Council decide to discontinue the tender process for any other reason whatsoever.

Any discussions or correspondence between the Council and Tenderers shall be conducted without any obligation whatsoever by the Council to enter into or become bound by any contract.

The Council will not be bound by any contract until the Contract is embodied in a formal document and signed by all parties.

## **Contract Document**

The contract to be awarded shall be in the form of the draft contract which will be signed by all parties and such contract shall incorporate the tender documents, the duly completed Form of Tender and Anti-Corruption and Anti-Collusion Certificate, pricing schedules, the Conditions of Contract, and any other relevant documentation.

## **Transparency**

The Council may disclose with other Public Sector Contracting Authorities any of the Tenderer's information/documentation (including any that the Tenderer considers to be confidential and/or commercially sensitive, such as specific tender information) submitted by the Tenderer to the Council during this Procurement. The information will not be disclosed outside of the public sector. Tenderers taking part in this competition consent to this as part of the competition process.

**Important Note**

Tenderers are required to address **ALL** the requirements with details of how each requirement is met. Responses such as “noted”, “agreed”, “compliant” or similar do not provide sufficient information to form a reasoned evaluation of the proposed solution and consequently will be marked as non-compliant.

**Additional Information**

## **Purchase Order and Invoicing Processes**

Purchase Orders will be made by official South Hams District Council purchase order and will be sent by electronic means. South Hams District Council accepts no responsibility for payment for orders placed and processed where the order has not complied with this process.

Invoices should be submitted to South Hams District Council by electronic means via email to the relevant service department you are dealing with including a purchase order number, any relevant reference numbers and should contain a summary of transactions/work completed. South Hams District Council will pay the supplier’s invoices within 30 days of receipt of the tax point of a correct and valid invoice for work that has been completed.

Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the invoice date, but from the date of receipt at the correct address of a correctly presented invoice.

## **Exit Planning**

It is important that the eventual exit from this contract is considered, either by renewal with another supplier, requirement discontinuation, or contract termination.

**IMPORTANT NOTE**

If your organisation is currently subject to changes in ownership, including but not limited to sale of the business division, management buy-out, merger, acquisition or any other form of significant change, or is reasonably expected to be subject to such changes during this tender process, please provide an explanation of these changes and how they are expected to affect your submission. It should be noted that should such changes occur during the tender process it may result in all aspects of the process being re-evaluated.